

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

IN RE: INTEL CORPORATION
MICROPROCESSOR ANTITRUST
LITIGATION

)
) MDL No. 05-1717-JJF
)
)

ADVANCED MICRO DEVICES, INC. and
AMD INTERNATIONAL SALES &
SERVICE, LTD.,

Plaintiffs,

)
) C.A. No. 05-441-JJF
)
)

v.

INTEL CORPORATION and INTEL
KABUSHIKI KAISHA,

Defendants.

PHIL PAUL, on behalf of himself and all
others similarly situated,

Plaintiffs,

)
) Civil Action No. 05-485-JJF
)
)

v.

INTEL CORPORATION,

Defendant.

)
) CONSOLIDATED ACTION
)
)
)
)

**NOTICE OF TAKING DEPOSITION OF
INTEL CORPORATION AND INTEL KABUSHIKI KAISHA**

PLEASE TAKE NOTICE that pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, the Class Plaintiffs will take the deposition of defendants Intel Corporation and Intel Kabushiki Kaisha (collectively, "Intel") on July 14, 2008, beginning at 9:00 a.m., at the offices of O'Melveny & Myers LLP, Embarcadero Center West, 275 Battery Street, San Francisco, California, or at such other time and place as the parties may agree. The deposition will be recorded by stenographic and sound-and-visual (videographic) means, will be taken before a Notary Public or other officer authorized to administer oaths, and will continue from day to day until completed, weekends and public holidays excepted.

Reference is made to the "Description of Matters on Which Examination is Requested" attached hereto as Exhibit A and incorporated herein by this reference. In accordance with Rule 30(b)(6) of the Federal Rules of Civil Procedure, Intel is hereby notified of its obligation to designate one or more officers, directors, or managing agents (or other persons who consent to do so) to testify on its behalf as to all matters embraced in the "Description of Matters on Which Examination is Requested" and known or reasonably available to Intel.

Dated: June 19, 2008

PRICKETT JONES & ELLIOTT, P.A.

By: Laina M. Herbert

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*Interim Co-Lead Counsel for the Class
Plaintiffs*

EXHIBIT A

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**DESCRIPTION OF MATTERS ON
WHICH EXAMINATION IS REQUESTED**

I. DEFINITION

1. "Intel" shall mean and refer collectively to defendants Intel Corporation and Intel Kabushiki Kaisha, including their respective past and present officers, directors, agents, attorneys, employees, consultants, or other persons acting on either of their behalf.

II. SUBJECT MATTER

1. Intel corporate policies and practices concerning the use, retention and indexing of executed written contracts setting forth the terms and conditions of sale of x86 microprocessors, and the location and custodian of such contracts.

2. Intel's corporate policies and practices concerning the documentation of all terms and conditions of sale of x86 microprocessors, including all discounts, rebates, MDF funds, and other consideration provided by Intel in connection with such sales.

3. The existence of executed written contracts between Intel and Hewlett-Packard setting forth the terms and conditions of sale of x86 microprocessors, and the location and custodian of such contracts.

4. The existence of executed written contracts between Intel and IBM setting forth the terms and conditions of sale of x86 microprocessors, and the location and custodian of such contracts.

5. The existence of executed written contracts between Intel and Dell setting forth the terms and conditions of sale of x86 microprocessors, and the location and custodian of such contracts.

6. The existence of executed written contracts between Intel and Lenovo setting forth the terms and conditions of sale of x86 microprocessors, and the location and custodian of such contracts.

7. The existence of executed written contracts between Intel and Toshiba setting forth the terms and conditions of sale of x86 microprocessors, and the location and custodian of such contracts.

8. The existence of executed written contracts between Intel and Gateway setting forth the terms and conditions of sale of x86 microprocessors, and the location and custodian of such contracts.

9. The existence of executed written contracts between Intel and Acer setting forth the terms and conditions of sale of x86 microprocessors, and the location and custodian of such contracts.

10. The existence of executed written contracts between Intel and Fujitsu-Siemens setting forth the terms and conditions of sale of x86 microprocessors, and the location and custodian of such contracts.

11. The existence of executed written contracts between Intel and NEC setting forth the terms and conditions of sale of x86 microprocessors, and the location and custodian of such contracts.

12. The existence of executed written contracts between Intel and Fujitsu setting forth the terms and conditions of sale of x86 microprocessors, and the location and custodian of such contracts.

13. The existence of executed written contracts between Intel and Sony setting forth the terms and conditions of sale of x86 microprocessors, and the location and custodian of such contracts.